

MAY 12 2006

United States District Court
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

2006 MAY 12 11:11 AM

Deutsche Bank National Trust
Company, as Trustee of Argent
Securities Inc., Asset Backed
Pass-Through Certificates, Series
2003-W9 under the Pooling & Servicing
Agreement dated December 1, 2003
c/o AMC Mortgage Services
505 City Parkway West
Orange, CA 92868

Plaintiff

vs.

Shannon Calhoun
14214 Glendale Avenue
Cleveland, OH 44128

Unknown Spouse, if any, of
Shannon Calhoun
14214 Glendale Ave
Cleveland, OH 44128

Defendants.

Case No.

1:06CV1186

Judge

JUDGE POLSTER

Parcel No.: 139-04-049

MAG. JUDGE PERELMAN

COMPLAINT FOR FORECLOSURE
WITH WARNING UNDER THE FAIR
DEBT COLLECTION PRACTICES ACT

Jurisdiction and Venue

1. Jurisdiction is founded on 28 U.S.C. Section 1332(a)(1). The citizenship of the parties is diverse and the amount in controversy exceeds the jurisdictional requirement. Plaintiff is a Nationally Chartered Bank, with its principal place of business in Los Angeles County, California. Defendants are citizens of the State of Ohio. Venue is proper in the Northern District of Ohio, Eastern Division as the real property which is the subject of this action is located in this district.

Background

2. On October 10, 2003, Shannon Calhoun executed the promissory note attached to this complaint as Exhibit A (the "Note"), in favor of Argent Mortgage Company, LLC.
3. On October 10, 2003, to secure payment of amounts due under the Note, Shannon Calhoun executed and delivered the mortgage attached to this complaint as Exhibit B (the "Mortgage"), in favor of Argent Mortgage Company, LLC.
4. The Note is in default because installment payments due on the Note have not been paid. As a result, covenants in the Mortgage have not been performed.
5. On October 15, 2003, the Mortgage was recorded with the Cuyahoga County Recorder as Official Instrument Number 200310150875.
6. The Mortgage conveys to Plaintiff an interest in the property commonly known as: 14214 Glendale Avenue, Cleveland, OH 44128, parcel number 139-04-049 (the "Property"). The legal description of the Property is included in the Mortgage.
7. A title examination reveals that the other persons named as defendants in this action may also have or claim an interest in the Property. The Preliminary Judicial Report attached to this complaint as Exhibit C explains why these defendants may have or claim an interest in the Property.

COUNT ONE

8. Plaintiff incorporates each of the preceding allegations into Count One by reference.
9. Plaintiff is the owner and holder of the Note.
10. All personal obligations on the Note have been discharged under the United States Bankruptcy Code. As a result, Plaintiff is not seeking a personal judgment against any of the Defendants but is seeking instead only to enforce its security interest. Because the Note has been accelerated and both the Note and Mortgage are in default, Plaintiff is entitled to recover

from the sale of the Property the principal in the amount of \$81,094.96, plus interest on the outstanding principal balance at the rate of 8.85% per annum from February 1, 2006, plus late charges, advances for taxes and insurance, and all other expenditures recoverable under the Note and Mortgage and/or Ohio law.

COUNT TWO

11. Plaintiff incorporates each of the preceding allegations into Count Two by reference.
12. The Mortgage is a valid and subsisting first lien on the Property, subject only to any lien that may be held by the County Treasurer.
13. Plaintiff is the owner and holder of the Mortgage and is entitled to foreclose the Mortgage.

PRAYER FOR RELIEF

14. Plaintiff prays for the following relief:
 - a finding of default on the Note and Mortgage and an order requiring the Marshal to distribute to Plaintiff proceeds from the sale of the Property in the amount of \$81,094.96, plus interest on outstanding principal balance due at the rate of 8.85% per annum from February 1, 2006, plus late charges, plus advances, if any, made by Plaintiff to protect its interest in the Property, plus costs and expenses incurred by Plaintiff to enforce its rights under the Note and Mortgage;
 - a finding that the Mortgage is a valid and subsisting first lien on the Property, subject only to any lien that may be held by the County Treasurer;
 - an order (1) foreclosing the equity of redemption and dower of all defendants named in this action, (2) requiring that the Property be sold free and clear of all liens, interests, and dower, (3) requiring all defendants to set up their liens or interest in the Property or be forever barred from asserting such liens or interests, (4) requiring that the proceeds of the sale of the Property be applied to pay all amounts due Plaintiff

under the Note, and (5) granting Plaintiff all other relief, legal and equitable, as may be proper and necessary, including, for example, a writ of possession.

Respectfully submitted,



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Attorney for Plaintiff

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

NOTICE UNDER THE FAIR DEBT COLLECTION PRACTICES ACT

If your name appears in paragraph two (2) of the foregoing Complaint, the following notice applies to you.

1. The purpose of the attached documents is to collect a debt. Any information you provide to Manley Deas Kochalski LLC will be used for that purpose.
2. The amount of the debt is stated in paragraph ten (10) of the Complaint.
3. The person named as Plaintiff in this Complaint is the creditor to whom the debt is owed.
4. The debt described in this Complaint and evidenced by the copy of the promissory note attached to the Complaint will be assumed to be valid by Manley Deas Kochalski LLC, unless, within thirty (30) days of your receipt of this notice, you dispute in writing the validity of the debt or some portion of the debt.
5. If you notify Manley Deas Kochalski LLC in writing within thirty (30) days of your receipt of this notice that the debt or any portion of the debt is disputed, Manley Deas Kochalski LLC will obtain a verification of the debt and cause a copy of the verification to be mailed to you.
6. If the creditor named as Plaintiff in this Complaint is not the original creditor, and if you make a written request to Manley Deas Kochalski LLC within thirty (30) days of your receipt of this notice, Manley Deas Kochalski LLC will mail to you the name and address of the original creditor.

Written requests should be addressed to Manley Deas Kochalski LLC, P.O. Box 165028, Columbus, OH 43216-5028.

IMPORTANT NOTICE TO THE BORROWERS

Because the attorneys at the law firm of Manley Deas Kochalski LLC represent the company that filed this foreclosure action, we are prohibited by ethical rules from giving you any legal advice. What this means is that we cannot tell you what you should do in response to this summons and complaint. If you have any questions about how to respond to the summons and complaint, please contact your own attorney, a legal aid society, or your local bar association for assistance.

If you would like to see whether this foreclosure action can be stopped, please call your lender's loss mitigation representative at 1-800-211-6926. It is not too late to call.